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2016 JUN 28 AM 10:32

JUN 29 2016
C LEWIS

HILL LAW FIRM

Cindy A. Hill, Esq.

456 S. Tamiami Trail
Osprey, FL 34229

Jennifer L. Daly, Esq.

www.hill-lawpa.com
Telephone: (941) 244-0098
Facsimile: (941) 244-0548

June 22, 2016

Via: U.S. Mail

Amendment Section
Division of Corporations
P.O. Box 6327 Clifton Building
Tallahassee, FL 32314


Re: Certificate of Amendment/Fiddler's Green Condominium Association, Inc.

Dear Sir or Madam:

This firm represents Fiddler's Green Condominium Association, Inc. (hereinafter the "Association"). Please find enclosed the Amended and Restated Articles of Incorporation for the above mentioned corporation and the Certificate of Recordation of the same

Enclosed is a check from the Association in the amount of \$35.00 for the filing fee. Please return the original documents to the undersigned at your earliest convenience.

Thank you,


Jennifer L. Daly, Esq.
For the Firm

Enclosures



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 29, 2016

HILL LAW FIRM / JENNIFER L. DALY, ESQ.
456 S. TAMiami TRAIL
OSPREY, FL 34229 US

SUBJECT: FIDDLER'S GREEN CONDOMINIUM ASSOCIATION, INC.
Ref. Number: N00808

We have received your document for FIDDLER'S GREEN CONDOMINIUM ASSOCIATION, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

We do not file the bylaws nor do we amend the bylaws. You keep those for your records. Please remove any reference to the bylaws in your document. Also, you need a certificate that states how the amended & restated are adopted.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carolyn Lewis
Regulatory Specialist II

Letter Number: 416A00013721

2016 JUN 28 AM 10:32

This instrument prepared by:
Cindy A. Hill, Esq.
Hill Law Firm, P.A.
456 S. Tamiami Trail
Osprey, FL 34229

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
FIDDLER'S GREEN CONDOMINIUM ASSOCIATION, INC.
A Florida Not-For-Profit Corporation**

N00808

KNOW ALL MEN BY THESE PRESENTS:

That heretofore, FIDDLER'S GREEN CONDOMINIUM ASSOCIATION, INC. was formed by the recording of the Declaration of Condominium of Fiddler's Green Condominium, I A Condominium (the "Original Declaration"), in Official Records Book 766, Pages 1331 et seq. in the Public Records of Charlotte County, Florida.

These are the Amended and Restated Articles of Incorporation of Fiddler's Green Condominium Association, Inc. The original Articles of Incorporation were recorded as an exhibit to the Original Declaration, in Official Records Book 766, Pages 1331 et seq. as subsequently amended in the Public Records of Charlotte County, Florida. Fiddler's Green Condominium Association, Inc. has been organized pursuant to Chapter 718, Florida Statutes, for the maintenance, operation, and management of the Fiddler's Green Condominium Association, Inc., located in Charlotte County, Florida.

Pursuant to Section 718.112, Florida Statutes, the Articles of Incorporation of Fiddler's Green Condominium Association, Inc. are hereby amended and restated in their entirety by the recording of this Amended and Restated Articles of Incorporation of Fiddler's Green Condominium Association, Inc. ("Articles of Incorporation").

This is a substantial rewording of the Articles of Incorporation. See original Articles of Incorporation text and prior amendments for text that is amended by this document.

I. NAME

The name of the corporation shall be FIDDLER'S GREEN CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as "the Association."

II. GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the Condominium known as Fiddler's Green Condominium Association, Inc., located in Charlotte County, Florida, and to perform all acts provided in the Original Declaration of said Condominium, originally recorded in Official Records Book 766, Page 1331 et seq. of the Public Records of Charlotte County and pursuant to Chapter 718, Florida Statutes as amended ("the Condominium Act").

III. POWERS

A. The Association by and through its Board of Directors ("Board") shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth in the Condominium Act and the Declaration and Bylaws, including, but not limited to the following:

1. To make, amend and collect annual and special assessments against members as unit owners to defray the cost, expenses and losses of the Condominium, and to make special assessments against members as unit owners for maintenance or repair which is the responsibility of the unit owner.

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. To maintain, repair, replace and operate the condominium property, which right shall include the irrevocable right to access each unit during reasonable hours as may be necessary for such maintenance, repair or replacement of any of the common elements therein, or accessible therein or there from, or for making an emergency repair therein, that may be necessary to prevent damage to the common elements, or to another unit or units.

4. To purchase insurance upon the condominium property, and insurance for the protection of the Association and its members as unit owners.

5. To reconstruct the improvements after casualty and to further improve the property.

6. To make and amend reasonable rules and regulations regulating the use of the Condominium property.

7. To approve or disapprove the transfer, mortgage, ownership and lease of units in the Condominium, as provided in the Declaration and Bylaws.

8. To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles of Incorporation, Bylaws and the rules and regulation for the use of the Condominium property.

9. To levy fines for violation of approved condominium rules and regulations, or violations of the provisions of the Declaration, these Articles of Incorporation or Bylaws, all as set forth in the Bylaws.

10. To contract for the management, operation and administration of the Condominium and to delegate to such contractor all powers and duties of the Association, except as specifically required by the Declaration to be performed by or have the approval of the Board or the membership of the Association.

11. To employ personnel for reasonable compensation to perform the services as required for the proper administration of the purposes of the Association.

12. To pay taxes and assessments which are liens against any part of the Condominium, other than the individual units, unless the individual unit or units are owned by the Association, and to assess the same against the unit and the owner of the unit which is subject to such liens.

13. To purchase a unit or units in the Condominium in accordance with the provisions of the Declaration and to hold, lease, mortgage and convey the same.

14. To enter into agreements for construction of recreation facilities, buildings, or master television systems, and other amenities or facilities for the benefit of the unit owners and to borrow money for the purpose of carrying out such construction, and to mortgage, lease or otherwise provide security for the repayment of said funds.

15. In the event of a structural and safety emergency, the Board may exercise the emergency powers and any other powers authorized by the provisions of the Condominium Act and Sections 718.1265, 617.0207 and 617.0303, Florida Statutes, all as amended from time to time.

IV. MEMBERS

The members of the Association shall consist of all persons owning a condominium unit of Fiddler's Green, I a Condominium as evidenced by a duly recorded deed or other appropriate instrument of conveyance, in the Public Records of Charlotte County, Florida. Membership in the Association shall terminate automatically and immediately as a member's interest in the title terminates, except that upon termination of the entire Condominium the membership shall consist of those who were members at the time of each conveyance of the respective units to the trustee as provided in the Declaration.

Each change of membership in the Association shall be established by both securing the approval of the Association as required by the Declaration, and delivery to the Secretary of a copy of the recorded deed or other instrument of conveyance.

The share of a member in the funds and assets of the corporation cannot be assigned or transferred in any manner except as an appurtenance to his unit.

V. VOTING RIGHTS

Each condominium unit shall be entitled to one vote at Association meetings, as provided in the Bylaws or Declaration, notwithstanding that the same owner may own more than one unit. The manner of exercising voting rights shall be determined by the Bylaws.

VI. EXISTENCE

The Association shall exist perpetually unless dissolved according to law.

VII. REGISTERED OFFICE AND REGISTERED AGENT

The office of the Association is located at Keys-Caldwell, Inc., 1162 Indian Hills Blvd., Venice, FL 34293. The Association's Registered Agent is currently Keys-Caldwell, Inc., 1162

Indian Hills Blvd., Venice, FL 34293. The Board may change the Association's registered agent and office in the manner provided by law.

VIII. BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of a number of directors determined by the Bylaws, but not less than three (3) directors nor more than five (5) directors; however, the Board shall always consist of an odd number of directors.

Directors of the Association shall be elected at the annual meeting of the members, in the manner determined by the Bylaws and by the Condominium Act. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws and by the Condominium Act.

IX. OFFICERS

The affairs of the Association will be managed by the officers whose positions and duties are set forth in the Bylaws. The officers shall be elected by the Board at its first meeting following the annual meeting of the Association, and shall serve at the pleasure of the Board.

X. INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses, liabilities, and settlements, including attorney's fees reasonably incurred by or imposed upon him in connection with any legal or administrative proceeding to which he may become involved by reason of him being or having been a director or officer of the Association, whether or not he is a director or officer at the time of the expenses, unless the director or officer is adjudged by a Florida court of competent jurisdiction to have committed gross negligence, fraud, willful misfeasance and/or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all right of indemnification to which such director or officer may be entitled whether by statute, by common law, or otherwise.

The Association may also elect to indemnify any committee member or other appointee or volunteer if it believes such indemnification shall be in the best interests of the Association and the membership. The indemnification provided by this Article shall inure to the benefit of the heirs and personal representatives of such person.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Anything to the contrary herein notwithstanding, the provisions of this Article X may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

XI. BYLAWS

The Bylaws of the Association may be amended, altered or rescinded by the Board in the manner provided by for in the Bylaws.

XII. SUBSCRIBERS

The names and street addresses of the original subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
WEN Y. CHUNG	P.O. Box 1684 Venice, Florida 33595
ROBERT SCHELAH	P.O. Box 8037 Port Charlotte, Florida 33952
ROBERT W. SPADE	P.O. Box 432 Boca Grande, Florida 33921

XIII. AMENDMENTS

13.1 **Amendments:** Except as otherwise specifically provided herein, or as required by the Condominium Act, these Articles of Incorporation may be amended only in the manner hereinafter set forth:

A. **Notice:** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

B. **Resolution:** A resolution adopting a proposed amendment may be proposed by either the Board or by at least twenty percent (20%) of the members of the Association.

C. **Vote:** Members not present in person or by proxy at the membership meetings considering the amendment may express their vote in writing, by limited proxy, providing that such vote is delivered to the Secretary at or prior to the membership meeting. An affirmative vote of not less than fifty-one percent (51%) of the members who cast a vote, either in person or by proxy, is required to effect the proposed amendment to change these Articles.

D. **Limitation on Amendment:** No amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent.

E. **Execution and Recording:** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by officers of the Association with all the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Charlotte County, Florida.

MARCH 23, 2016

The date of each amendment(s) adoption: _____
date this document was signed.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
if other than the

Effective date if applicable: JUNE 7, 2016

(no more than 90 days after amendment file date)

2016 JUN 28 AM 10:32

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s)

(CHECK ONE)

- ☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated MAY 16, 2016

FIDDLER'S GREEN CONDOMINIUM
ASSOCIATION, INC.

By: _____

Dennis Fabris, President